LIBERTY BANK of CARBONDALE

179a — #46/year
No.

Carbondale, Pa. 18407, 12-15, 1986

RECEIVED OF S Robert Powell $ 17.00

Seventeen DOLLARS

FOR Safety Deposit Box 179-A 7874166

Liberty Discount & Savings Bank

closed 12/15/86

How Paid: Cash ☐ Check ☑ M.O. ☐ By [illegible] ~~no payment~~ canceled Box 179 A

SAFE DEPOSIT BOX LEASE

THIS AGREEMENT Dated Dec. 5, 19 86

is between First National Bank, Carbondale hereinafter called the Bank, and Donald W. Powell or Robert S. Powell or Helen R. Powell hereinafter called the Renter.

The Renter is ☒ a joint tenancy relationship is Sons and Mother ☐ an individual ☐ a corporation ☐ a partnership ☐

WITNESSETH: That the Bank hereby leases to the Renter, and the Renter leases from the Bank, the Safe Deposit Box No. 01001036 (hereinafter called the Safe) in the vaults of the Bank, for the sole purpose of the storage of articles not inherently dangerous nor of a character likely to injure the Bank's premises, at the rental of $ 100.00 per year, which the Renter hereby agrees to pay annually in advance on the 5th day of Dec. in each year until the lease is terminated, as hereinafter provided during which term the Safe shall be leased property of the Renter and under his sole control, but subject, nevertheless, to the following conditions which are accepted and agreed to by the parties hereto:

1. The sole duty of the Bank is to exercise reasonable care to prevent the opening of the Safe by anyone other than the Renter or his duly qualified deputy or legal representative. The Bank shall not be liable for any loss by fire, flood, burglary, robbery, embezzlement, or any other cause unless it failed to exercise reasonable care to prevent these occurrences.

2. The Renter acknowledges that he has received two keys for or has personally set the combination to the Safe. The Bank retains no key that opens the Safe and does not know the combination thereto. If one or both keys or the combination is lost, the Renter agrees to give the Bank immediate written notice thereof and to pay all expenses of opening the Safe, changing the lock, and replacing the keys, and, if required, the Renter shall pay these expenses in advance.

3. This lease may be terminated by the Bank by giving the Renter thirty (30) days' written notice thereof, and the Renter agrees to surrender the Safe and the two keys or combinations thereof within said period, and on demand shall then be entitled to a pro rata refund of any rent paid in advance. If the Renter fails to surrender the Safe and the two keys or combination, the Bank, without further notice, may open the Safe forcibly and remove its contents and store them, all at the expense of the Renter and without liability on the Bank for their safekeeping.

4. This lease may be terminated by the Renter by giving the Bank written notice thereof and by surrendering to the Bank the Safe and the two keys or combination, without, however, any right to refund of rent paid.

5. The Bank may refuse access to the Safe at any time when the rent or any other charge hereunder or in respect to the Safe is past due or when there is served upon the Bank an order or writ of the United States, the State, or a Court or other authority, for the purpose of restraining entry to the Safe or of attaching, sequestering in any way, or preventing the removal of the contents of the Safe. The Bank has no duty to determine whether the order or process is valid or whether the court or other authority issuing it has jurisdiction so to do. The Bank may comply with all provisions of law applicable to the Safe and with all orders of any Court relative to the Safe herein noted and shall not be liable to the Renter for any loss or damage resulting therefrom. The Renter agrees to hold the Bank harmless from all costs and expenses to which it may be put in any suit or suits relating to the contents of said Safe and agrees upon demand to pay such sums as the Bank may have been compelled to pay or incur by reason of such suit or suits.

6. Upon the death, bankruptcy, or incapacity of the Renter, or if two or more persons rent the Safe together, upon the death, bankruptcy or incapacity of either of said persons, the Bank may refuse access to the Safe, except to list its contents for tax purposes or for any other purpose required or permitted by law, and may refuse to permit the withdrawal of any contents thereof until the Bank receives satisfactory evidence of this due qualification and authority of the legal representative of the Renter or his estate and until the Bank is satisfied that all requirements, Federal, State or local, relative to notice, access, or tax, or authorizing of its release, each of whom shall have been met.

7. The Renter may, subject to such rules as the Bank may make, appoint in writing and in a form acceptable to the Bank, a deputy to whom, in the event the Renter shall give such deputy access to and full power to remove the contents of and to exchange or relocate of the Safe in accordance with its rules, the Bank may regard the authority of such deputy as continuing until the Bank's receipt of the Renter's written revocation of the deputy's appointment, or, in the absence of the notice of the death, bankruptcy, or incapacity of the Renter appointing such deputy, or of any deputy, the death, bankruptcy, incapacity, or insolvency of such deputy, shall be binding upon each Renter, his estate, heirs, representatives, successors, and assigns. Each person having accesses to the Safe by reason of the death, bankruptcy or incapacity of any other person having access to the Safe, he will give the Bank written notice thereof within twenty days after such death.

8. If the Renter is a corporation, partnership, association or organization, access to the Safe shall be had by such person or persons as are designated by the Board of Directors or other governing board as such Renters, duly evidenced to the Bank by a certificate of said board, a partner officer.

9. The Bank is hereby granted a lien on all of the contents of the Safe for any rent or other charge hereunder or in respect thereto. If the Renter fails to pay the rent or any other charge due hereunder in respect of this Safe, he will be of default beginning the first day after the due date of the payment. If the default continues for the statutory period, or if none is specified, then six months, the Bank may, upon giving written notice as required by law, or if none, then thirty days, open the Safe. The Bank may open the Safe forcibly and remove its contents and store them, all at the expense of the Renter and without liability on the Bank for their safekeeping. The Bank may sell the contents of the Safe, or any part thereof. The sale will be conducted in accordance with law, including any time or notice requirements, if applicable. The proceeds of the sale may be used by the Bank to reimburse itself for all the expenses of the sale, including attorney's fees. The Bank may apply the remaining proceeds to the cost of opening the safe, replacing the lock and key thereto, rental charge or other charges due hereunder, and return the surplus, if any, to the Renter. In the case of a deficiency upon such sale, the Renter agrees to pay that deficiency to the Bank on demand.

10. The Renter agrees to notify the Bank in writing of any change of address, and in the absence of any such notice the Bank may regard the Renter's last address, as it appears upon the Safe Deposit Vault records, as the correct address for all purposes. Any requirement hereof for written notice by the Bank to the Renter is fully met if such notice is directed to the Renter at his address aforesaid and deposited in the United States mails with postage prepaid.

11. This lease shall not be construed to create any relation of bailor and bailee between the Renter and the Bank, the Bank has no knowledge of and exercises no supervision over articles deposited in the Safe.

12. If two or more persons are named herein as Renter, this lease then effects for such persons a joint tenancy in the Safe and in the lease with right of survivorship, and not a tenancy in common therein, but shall not, of itself, affect the title to any contents of the Safe. The Renter and any other persons that may have equal and individual application to each of such persons. Without limiting the generality of the foregoing, each of such persons alone may have access to the Safe, appoint or revoke the appointment of any deputy (which deputy shall be a person acceptable to the Bank), surrender the Safe, assign or terminate this lease, and, so far as the Bank is concerned, otherwise deal with the Safe or its contents just as all of such persons together could do. The death, bankruptcy or incapacity of any one of such persons shall not revoke the appointment of any deputy appointed by any other of such persons. Upon and after the death of any of such persons, each survivor, or then duly appointed deputy, shall have, except as otherwise restricted elsewhere herein or by law, access to the Safe and all other rights hereunder which such survivor or such deputy shall have possessed before such death.

13. The vaults will be open ordinarily during the customary business hours of each business day, but the Bank shall have the right to extend or reasonably restrict these hours, as it sees fit. The Bank shall not be liable for any loss or damage caused by failure of locks on the vault doors or locks thereto to operate and the Bank shall have the right temporarily to close the vaults on account of fire, mobs, unusual crowds, or for any other reason. Short such closing shall be deemed by it to be prudent or proper.

14. Tenant agrees to abide by such rules and regulations and rental charges as Bank shall adopt or prescribe from time to time. The posting of any new rule, regulation or rental fee change in Bank's Safe Deposit Box Department for a period of 30 days shall be deemed sufficient notice thereto to bind the Renter agrees thereupon to be bound thereby.

15. THE RENTER HEREBY ACKNOWLEDGES RECEIPT OF A DUPLICATE HEREOF AND ACCEPTS AND AGREES TO ALL THE CONDITIONS CONTAINED HEREIN.

S M. [illegible] Assistant Cashier 66 (for Bank's signature for Bank) Donald W. Powell Renter

BANKERS SYSTEMS, INC., 1980, ST. CLOUD, MN FORM SDL-1 11/82

E. V. A. EASTERN VEHICLE APPRAISERS
Licensed Vehicle Appraisers
AUTOMOBILE REPAIR ESTIMATE
(THIS INSTRUMENT IS NOT AN AUTHORIZATION FOR REPAIR)

1054 OAK STREET
SCRANTON, PA. 18508
PHONE: (717) 342-4700

DATE December 8, 1986 INS. CO. U S F & G Insurance Co

OUR FILE # SNDP6021 INS. FILE CO. #

VEHICLE OWNER S Robert Powell ADDRESS Box 161 Carbondale PA 18407

MAKE	YEAR	MODEL	SERIAL #	MILEAGE	REGISTRATION #
Renault	1984	Alliance 2dr	VXNDC 7605EH 293406	40087	NNT-728 PA

REPLACE	REPAIR	DESCRIPTION OF REPAIRS	HOURS LABOR	PARTS	PAINT OR SUBLET
	✓	Front left Bucket Seat Frame	1.6	.	75.00
✓		Left & Right Seat tracks 6234@	Incl	124.68	.
✓		Front Cover Keystone 2.0	1.8	136.00	.
✓		Valance panel 0.5	0.3	27.53	.
✓		Left Parking/sig Lamp	0.3	11.91	.
✓		Right Door & Fender 2.7	2.0	145.63	.
✓		Right Fender Script & Side Mldg 3.75 629	0.4	10.02	.
	✓	Right wheelhouse 1.0	3.0	-	.
✓		Right Splash Shield	0.6	12.94	.
	✓	Right door 2.2	3.0	-	.
✓		Right door side mldg	0.3	10.39	.
	✓	Right 1/4 panel 3.5	6.0	-	.
✓		Right 1/4 mldg	0.3	8.63	.
	✓	Right Rocker & Replace Mldg 1.0 .5	2.0	7.65	.
✓		Right Front wheel & Tire Alignment 155/80 R13 50.12 30.00 Tire	0.3	80.12	.
	✓	Unit Body & Front Cross Member	9.0	-	.
	✓	Trans Linkage & Align C&C 1.5 1.2	2.7	.	.
		Paint & Material less o/hAP 12.4 2.5 7.3	12.2	.	107.20
RATE PER HOUR $ 22.00		TOTAL	45.8	575.50	182.20

It is understood and agreed that the undersigned will complete and guarantee the above repairs at a price of $ 1871.50 including all towing charges incidental thereto.

PLEASE READ CAREFULLY
The above listed estimate has been compiled by the undersigned Appraiser.
It is not in any way construed to be a REPAIR AUTHORIZATION, or AN ACKNOWLEDGEMENT OF PAYMENT FOR SUCH REPAIR.

HOURLY LABOR	$ 1007.60
PAINT-SUBLET	$ 182.20
NET PARTS	$ 575.50
STATE TAX	$ 105.94
TOWING	$.
GRAND TOTAL	$ 1871.54

Eric Hoddle APPRAISER — Sands Motors NAME OF REPAIR SHOP

PA. APP. LIC. # 1047750 — Route 6 STREET — Carbondale PA CITY 18407

GARAGEMAN Eric Hoddle

My car should be completely repaired by the 2nd or 3rd.

Indiana University
FRENCH & ITALIAN
Alumni Newsletter

Vol. VII, No. 1 — College of Arts & Sciences-Graduate School Alumni Association — Winter 1986-87

Newsletter

The Department of French and Italian Alumni Newsletter is published annually by the Indiana University Alumni Association, in cooperation with the Department of French and Italian and the College of Arts and Sciences-Graduate School Alumni Association, to further alumni interest in and support of Indiana University.

Vol. VII, No. 1 Winter 1986-87

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